

# EXHIBIT 33



# SECURITIES LENDING REFERRAL AGREEMENT ("SLRA")

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## **SECURITIES LENDING REFERRAL AGREEMENT ("SLRA")**

This Securities Lending Referral Agreement ("SLRA"), established as of \_\_\_\_\_  
between Shearson Lehman Brothers Investment Banking ("Shearson Lehman"), and  
\_\_\_\_\_, a  
Securities Lending

Agent ("Agent") who resides at \_\_\_\_\_  
, both known hereafter in this SLRA, as the ("Parties") and individually as the ("Party").

In consideration of the mutual terms, premises, conditions, and covenants in this Agreement, satisfaction of which is acknowledged, Shearson Lehman and Agent hereby agree to as follows:

### **1. Background and Engagement**

Agent has expressed an interest in becoming an independent contractor to refer prospective borrowers to Shearson Lehman for the purpose of obtaining Loans backed by Securities, and Shearson Lehman has agreed to engage Agent as an independent contractor to identify and introduce prospective borrowers interested in such Loans. Accordingly, Shearson Lehman hereby engages Agent as an independent contractor for such purpose, pursuant to the terms and conditions in this SLRA.

### **2. Agent Duties and Responsibilities**

Agent shall identify and locate prospects and shall market Shearson Lehman's Securities Backed Lending program to those borrowers. Agent shall forward all forms, applications, and prospective client information to Shearson Lehman once a prospective borrower has firmly expressed an interest in procuring a Loan backed by Securities. Agent shall not make any representations or warranties to any borrowers, nor guarantee that Shearson Lehman will fund. Agent is expressly prohibited from executing any documents on Shearson Lehman's behalf and is never allowed to do so.

### **3. No Exclusive Relationship**

Agent is not an exclusive Agent for the marketing of Shearson Lehman's Securities Backed Lending Program. Shearson Lehman works with other referral sources, and nothing in this SLRA



precludes Agent from referring clients to other competing companies. If more than one agent refers the same prospective borrower to Shearson Lehman within a sixty-day period, Shearson Lehman shall inform and evaluate the multiple referrals and, to the extent that the borrower closes a Securities Loan with Shearson Lehman, Shearson Lehman will allocate commissions to one or several agents under its sole and absolute discretion, which decision shall not be contested.

#### **4. Commissions**

Shearson Lehman shall pay to Agent commission for each successful Securities Loan that Shearson Lehman closes for borrower referred by Agent, within five (5) business days of a Securities Loan closing and funding. Commissions are contingent upon borrower transferring publicly traded securities into a specified custodial account, funding of the transaction and disbursement of the loan proceeds.

Commissions shall be calculated as follows:

- a) Shearson Lehman commission to Agent will be referred to as "Loan Origination Fee," and will be that which will be reflected as the Loan Origination Fee in the Term Sheet issued and Loan Contract between borrower and Shearson Lehman. The final commission payable will be solely based on amount funded to borrower and that which will result in a successful closing. Commissions will not be paid for Loans which are not successfully funded.
- b) Agent will also earn an additional Back-End Commission ("BEC") of up to two and a half percent (2.5%) of the principal Loan amount successfully funded to borrower.
- c) Shearson Lehman shall bear no responsibility or liability to payout any third-party affiliates that the Agent utilizes. Agent will defend, indemnify, and hold Shearson Lehman harmless for all third-party claims for compensations from persons or entities that Agent so retains.
- d) Shearson Lehman shall make all commission payments to Agent via wire transfer into Agent's provided personal account. In the event that an Agent chooses not to proceed via wire transfer, commission will be held in a custodian account. All commission is paid as 1099 income from

independent contracting; therefore, taxes are not withheld. Agent shall bear the sole liability and responsibility for remitting taxes on all commissions that Shearson Lehman pays to Agent.

## **5. Duration of Agreement**

This SLRA shall commence on the date of execution hereof and shall continue in full force and effect for three (3) years ("Term"). Shearson Lehman and Agent may by mutual agreement choose to extend this SLRA. If either Party desires to terminate this SLRA before its natural Term, a written notice is required at least seven (7) days in advance.

Shearson Lehman shall remain obligated for one hundred twenty (120) days after termination of this SLRA to pay any and all commissions due to the Agent with respect to Agent referred and procured successful Securities Loan(s) closed by Shearson Lehman.

## **6. Agent's Warranties and Representations**

During the Term of this SLRA while Agent is an independent contractor for Shearson Lehman, Agent warrants that at all times it will comply with any and all statutes, rules, and regulations as promulgated by the U.S. Securities & Exchange Commission ("SEC"), the Securities Acts of 1933 (as amended), the Securities and Exchange Act of 1934 (as amended), and any other State and international securities regulatory authorities, and shall assume any and all costs associated with such compliance.

## **7. Shearson's Warranties and Representations**

Shearson Lehman will use all reasonable efforts to close and fund any and all Securities Loans with prospective borrowers referred to Shearson Lehman by Agent, in accordance with and as contemplated by this SLRA and its underwriting policies.

## **8. Confidentiality**

This (I) SLRA and the terms and conditions described herein, and (II) Shearson Lehman's business, business methods, internal affairs, results of operations, financial statements, services, trade sources, clients, contacts, vendors, subsidiaries, other prospective financial interests and investment information are confidential and proprietary information of Shearson Lehman, and

Agent may not disclose or reproduce this SLRA in whole or in part for any purpose other than to effectuate its terms.

## **9. Non-Interference**

During the Term of this Agreement, and for three (3) years after its termination, the Agent shall not: (i) solicit, encourage, or cause any client, third party or individual not to do business with or to reduce any part of its business with Shearson Lehman Brothers, (ii) market, sell or provide to any client, third party or individual any services or products that are competitive with or a substitute for Shearson Lehman's services or products, (iii) solicit, contact, encourage, interfere with or cause others to solicit, contact or interfere with any securities custodian, broker dealer, trustee or sub-custodian which has a known relationship with Shearson Lehman Brothers, (iv) make inquiries with or to any securities custodian, broker dealer, trustee or sub-custodian which has a known relationship with Shearson Lehman Brothers, (v) make any disparaging comments about Shearson Lehman Brothers or its business, services, officers, managers, shareholders, directors or employees, whether in writing, verbally, or on any online forum, (vi) assist or encourage anyone else to engage in any of the conduct prohibited by this Section.

## **10. Liability and Indemnification**

Agent agrees to defend, indemnify, and hold harmless Shearson Lehman and each of Shearson Lehman's respective directors, officers, contractors, and employees (the "Indemnified Parties") from any and all liabilities for any and all claims, damages, losses, and expenses, including counsel fees, which may occur or which may be asserted against any Indemnified Party due to the default or bad faith actions of Agent in connection with or arising out of, or relating to, the matters referred to in this SLRA.

Agent further and expressly agrees to defend, indemnify, and hold the Indemnified Parties harmless for, from, and against any intentional, reckless or grossly negligent tort, defamation, slander, libel, tortious interference with business and/or malicious act made against Shearson Lehman by Agent or as a result of Agent's conduct in respect of Shearson Lehman's business.

## **11. Dispute Resolution**

The Parties hereby mutually agree to resolve any dispute, claim, or controversy between them arising out of any application, breach, interpretation, enforcement, performance, implementation, Termination or validity of this agreement at binding arbitration, as conducted by One (1) agreed-upon Arbitrator of the Conflict Resolution Service in St. Kitts & Nevis and which shall be construed in accordance with, covered by, and interpreted under, UNCITRAL Arbitration Rules, in force at the time as such Notice of Arbitration is submitted. The Arbitrator's decision shall be legally binding and non-appealable by either Party to this Agreement and shall be subject to enforcement in any courts having jurisdiction over the Parties thereto.

In the event of arbitration mandated to enforce any provision of this SLRA, the prevailing party thereto shall be entitled to recover reasonable attorneys' fees and expenses incurred therein, in addition to any substantive award made by the Arbitrator thereof.

## **12. Force Majeure**

In the event that either Party is unable to perform its obligations under the terms and conditions of this Agreement because of Force Majeure, including, but not limited to acts of God, acts of war or terrorism, fire, floods, strikes, embargos, utility or communication disruption, omissions or delays in acting by any government authority, or other causes reasonably beyond its control, such Party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise or otherwise from such clause.

## **13. General Provisions**

All notices and communications to either of the Parties by the other shall be in writing, sent by government post, electronic mail, or by a reputable commercial carrier and shall be deemed duly given on the date any such notice is sent. Either Party may designate by notice in writing to the other an address to which notices, requests, and other communications hereunder shall be given.

Amendments to this SLRA (including the adding or updating of any annexes, appendices, or schedules) will not be enforced unless they are in writing and signed by authorized signatories on behalf of both Parties and added as an Addendum hereto.

This Agreement and any dispute or claim arising out of or in connection with it, its subject matter, validity, formation, and/or enforcement shall be governed by and construed in accordance with the laws of the Federation of St. Kitts & Nevis during the Term of this Agreement and thereafter.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement regardless of the number in existence or the number of copies distributed.

The Parties shall not intentionally make, or intentionally cause any other Person to make any public statement that is intended to criticize or disparage the other Party, any of its affiliates, directors, nominees, agents, and/or any of their respective officers, managers or employees thereto.

Except as herein provided, each of the Parties' representations, warranties, waivers, obligations, releases, indemnities and covenants made in this SLRA, shall remain in full force and survive the execution, delivery, cancellation and termination of this SLRA.

If any of the provisions of this SLRA is found to be unlawful and/or void thereto, then such provisions shall be deemed to be excised from this SLRA and the remaining terms, provisions, conditions, and covenants of this SLRA shall remain in full force and effect.

No waiver of any provision of this Agreement shall be effective unless agreed to in writing by the Parties.

Agent is not an employee shall never become an employee of Shearson Lehman, and at no time shall represent itself as an employee of the Shearson Lehman. Agent shall at all times and under all conditions remain an independent contractor, and Agent shall not be entitled to any rights, remedies, or benefits that might otherwise be provided to Shearson Lehman's employees.

Agent is and shall be solely responsible for all taxes and withholdings, and all other statutory and/or contractual obligations of any sort with respect to their independent contractor status, as prescribed by law, regardless of jurisdiction.

This Agreement contains the entire Agreement between the Parties hereto, is legally binding upon them as of the date of the execution hereof, and supersedes all previous written and oral negotiations, commitments, and understandings by and between the Parties therein.



IN WITNESS WHERE OF the parties have executed this Securities Lending Referral Agreement as of the date first written above.

Dated: May 1, 2020

**SHEARSON LEHMAN BROTHERS**

**AGENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signatory Name

\_\_\_\_\_  
Signatory Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## *Our Locations*

### USA

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